

The Honorable Robert Lasnik

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

SAMATAR ABDI,

Plaintiff,

v.

AB CAR RENTAL SERVICES, INC., a
Delaware corporation,

Defendant.

CASE NO. 2:16-cv-00421-RSL

~~PROPOSED~~ ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT

THIS MATTER came before the Court on Plaintiff's Motion for Final Approval of Settlement. The Court has considered all papers and materials submitted by the parties in support of the proposed Settlement Agreement, including Plaintiff's preliminary and final motions in support of approval of the Settlement Agreement, and the Declaration of Mary Butler in support of the proposed settlement.

Having considered these materials and the statements of counsel at the Final Approval Hearing on July 31, 2018, the Court, being fully advised in the premises, has determined that the proposed Settlement Agreement should be approved as fair, adequate, and reasonable. In making this determination, the Court has considered the likelihood of success both with respect to Plaintiff's claims and Defendant's defenses. The Court has reviewed the terms of the Settlement Agreement and has considered the recommendations of counsel for all parties. The Court is aware that substantial time and expense would be required to litigate Plaintiff's claims in the

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1 event the proposed Settlement Agreement is not approved. Finally, the Court finds that all
2 settlement negotiations were conducted in good faith and at arms' length and that there was no
3 collusion. Good cause appearing therefore, it is hereby

4 ORDERED, ADJUDGED AND DECREED that:

5 1. The definitions set forth in the parties' Settlement Agreement, and the Court's
6 March 26, 2018 Order Granting Stipulated Motion ("Preliminary Order") are hereby
7 incorporated herein as though fully set forth in this Order Granting Final Approval of Class
8 Action Settlement ("Final Judgment").

9 2. The Court has jurisdiction over the subject matter of this action and all parties,
10 including all members of the Settlement Class previously certified by the Court, which consists
11 of:

12 All employees of the Defendant who were on Defendant's payroll who are alleged
13 to have been either Hospitality Workers or Transportation Workers and who
14 worked one or more hours within the City of SeaTac at any time during the time
15 period from January 1, 2014 to the present, and who were paid less than the
16 prevailing minimum wage prescribed by the City of SeaTac Municipal Code
17 7.45.050, i.e., a base rate of \$15.00 per hour in 2014 and \$15.24 in 2015 and
18 2016.

19 3. The Court hereby approves the Settlement Agreement and finds that it is, in all
20 respects, fair, reasonable, and adequate to the Settlement Class Members.

21 4. On or about April 23, 2018, the Notice of Class Action Settlement ("Notice") was
22 mailed to the last-known addresses of all Settlement Class Members. The Court finds and
23 concludes that said Notice fully satisfied the requirements of CR 23(c)(2) and CR 23(e) and the
24 requirements of due process.

25 5. The Court finds that the Notice, which consisted of an individual notice mailed to
the last-known address of each Settlement Class Member, provided the best notice practicable
under the circumstances. This Notice provided due and adequate notice of these proceedings and
of the matters set forth therein, including the pendency of the action, the terms of the proposed

1 Settlement Agreement, the procedure for submitting objections to the Settlement Agreement, and
2 the procedure for requesting exclusion from the Settlement Class, to all persons entitled to such
3 notice, and said Notice fully satisfied the requirements of CR 23 and the requirements of due
4 process. The Administrator's declaration confirms that the Notice was mailed in accordance with
5 the terms of the Settlement Agreement and the Court's Preliminary Order.

6 6. No Requests for Exclusion(s) or opt-outs from the settlement have been received
7 from the Class Members.

8 7. Consistent with Section 1.4 of the Settlement Agreement, neither this Final
9 Judgment, nor the fact or substance of the Settlement Agreement, shall be considered a
10 concession or admission by or against Defendant or any other released party, nor shall they be
11 used against Defendant or any other released party as an admission, waiver or indication with
12 respect to any claim, defense or assertion or denial of wrongdoing or legal liability.

13 8. The Court hereby dismisses this action and any and all settled claims with
14 prejudice as to Plaintiff and all Settlement Class Members, and without costs or attorney's fees to
15 any Party except as provided under the terms of the Settlement Agreement, this Final Judgment,
16 and the Court's Order Granting Plaintiff's Motion for Award of Attorney's Fees and Expenses.

17 9. The Court finds that Plaintiff and Settlement Class Counsel adequately
18 represented the Settlement Class for purposes of entering into and implementing the Settlement.

19 10. The parties are hereby directed to proceed with the settlement payment
20 procedures specified under the terms of the Settlement Agreement, including those contained in
21 Articles II and III of the Settlement Agreement.

22 11. Plaintiff and all Settlement Class Members, and all persons purporting to act on
23 their behalf, are hereby barred and permanently enjoined from maintaining, prosecuting,
24 commencing, or pursuing any claim (either directly, representatively, or in any other capacity)
25 released under Section 3.3 of the Settlement Agreement against any of the Released Parties in
any action, arbitration, or proceeding in any court, arbitration forum, or tribunal, and Plaintiff

1 and all Settlement Class Members shall be conclusively deemed to have released and discharged
2 the Released Parties from any and all such claims.

3 12. Without affecting the finality of this Final Judgment for purposes of appeal, the
4 Court reserves jurisdiction over the Parties as to all matters relating to the administration,
5 consummation, enforcement, and interpretation of the Settlement Agreement, the Final
6 Judgment, the Court's Order Granting Plaintiff's Motion for Award of Attorney's Fees and
7 Expenses, and for any other necessary purposes.

8 13. The Parties are hereby authorized, without further approval from the Court, to
9 mutually agree to and adopt such amendments, modifications, and expansions of the Settlement
10 Agreement and all exhibits thereto as (i) are consistent in all material respects with this Final
11 Judgment and the Court's Order Granting Plaintiff's Motion for Award of Attorney's Fees and
12 Expenses, (ii) are effected consistent with the terms of the Settlement Agreement, and (iii) do not
13 limit the rights of the Settlement Class Members.

14 14. In the event that the Settlement Agreement does not become effective as provided
15 under its terms, this Final Judgment and the Court's Order Granting Plaintiff's Motion for Award
16 of Attorney's Fees and Expenses shall be rendered null and void and shall be vacated and, in
17 such event, all orders entered in connection therewith shall be vacated and rendered null and
18 void, and all conditions enumerated in Section K of the Court's Preliminary Order shall apply.

19 **IT IS SO ORDERED.**

20 Dated this 31st day of July, 2018.

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22 _____
23 Honorable Robert S. Lasnik
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1 Presented by:

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